



# Commonwealth of Kentucky

## CONTRACT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: LABORATORY GLASSWARE WASHER - DRYER	
Doc ID No: CT 035 0900002321 3	Procurement Folder: 1238707
Procurement Type: Standard Goods	
Administered By: Tom Bloemer	Cited Authority: FAP111-35-00-G
Telephone: 502-573-0282	Issued By: Jodyi Hall

C O N T R A C T O R	Lancer Sales USA, Inc.
	3543 State Road 419
	Winter Springs FL 32708-2663
	US

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	GLASSWARE WASHER - DRYER		1.00	EA	47,663.00000	0.00	47,663.00

Extended Description

Laboratory Glassware Washer-Dryer

Manufacturer: LANCER

Model: 1600 UP

Price: \$47,663.00

Includes INSIDE DELIVERY, SET-UP, AND TESTING TO ENSURE PROPER FUNCTIONAL OPERATION.

Delivery ARO : 10-12 weeks

Warranty: 1 year parts and labor

All specification requirements for this unit are hereby incorporated by reference into this contract document.

To be delivered to:  
KY AGR Motor Fuel Inspection & Testing  
109 Corporate Drive  
Frankfort, KY 40601

Tom Bloemer 502-573-0282

Extended Description

B I L  T O	220137			S H I P  T O	398626		
	VARIOUS				VARIOUS		
	SEE EXTENDED DESCRIPTION				SEE EXTENDED DESCRIPTION		
	VARIOUS		KY		VARIOUS		KY
	US				US		

Total Order Amount:	47,663.00
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**CT 035 0900002321**

**VENDOR:**

Lancer Sales USA, Inc.  
3543 S.R. 419  
Winter Springs, FL 32708  
407-327-8488

Contact: Michael Henley  
mike.henley@lancer.com

**Contract Award Terms and Conditions**

**Scope of Contract**

The Office of Procurement Services issues this contract for: Laboratory Glassware Washer/Dryer – Lancer 1600 UP model.

**Warranty**

Vendor's stated warranty: 1 year parts and labor. A copy of such warranty shall be furnished to the agency upon delivery of the equipment or product. The successful bidder will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or negligence of the bidder, such as misuse or neglect by the State, acts of God, fires, floods and hurricanes.

**Delivery**

All orders must be shipped FOB Destination, Freight Prepaid and Allowed (Included). The Vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency.

**\*\*\*This order requires INSIDE DELIVERY, SET-UP, AND TESTING TO ENSURE PROPER FUNCTIONAL OPERATION.**

**Vendor's delivery in number of days after receipt of order: 10-12 weeks (60 business days)**

**Tax Exempt Status**

The Commonwealth of Kentucky is exempt from Federal Excise Tax and Kentucky Sales or Use Tax. Do not include these on any invoices.

**Post Contract Agreements**

The resulting Contract shall constitute the entire agreement between the State and awarded Contractor. Unless contractually provided, State agencies utilizing this Contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of

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this Contract. Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

### **Equipment / Condition**

Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped on this bid shall be new and the latest or current year model and be in first class condition. Any unit failing to meet the foregoing requirements shall be returned to the contractor, at their expense, and replaced with a new unit.

### **Manuals**

Instruction and operating manuals shall be furnished for all equipment at the time of delivery.

### **Cancellation Clause – 30 Days Notice**

The Commonwealth may cancel the contract by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Modification from the Office of Procurement Services canceling the contract.

### **Service Performance**

All services performed under contract shall be in accordance with the terms and provisions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Major deviations of services performed will not be made without the written approval of the Office of Procurement Services. Problems that arise under any aspect of performance should first be resolved between the Vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Office of Procurement Services for settlement.

### **Agreement Between Parties**

The vendor agrees that this Contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of the original Solicitation. It is further agreed between the parties that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from the Office of Procurement Services.

### **Governmental Restrictions**

In the event any Governmental restrictions may be imposed which would necessitate alteration of the

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material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful bidder to notify the Office of Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

### **Payments**

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

### **Inspection**

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

### **Federal Tax Exempt Purchases by the Commonwealth of Kentucky**

Contracts Direct With Manufacturer: In the event a manufacturer bids direct and is awarded a contract, the Office of Procurement Services shall request the contractor to furnish evidence of registration with the U.S. Internal Revenue Service. This registration shall be in accordance with the "Temporary Rules, 1958 Excise Tax Act". After such registration, individual Excise Tax Exemption Certificates are not necessary on each individual order issued against the contract by the Office of Procurement Services. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Contract With Other Than Manufacturer: If successful bidder is other than the manufacturer, the Office of Procurement Services will furnish a Tax Exemption Certificate with each individual order issued against this contract. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

### **Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to this Contract shall be brought in state or federal court in Franklin County, Kentucky.

### **General Conditions**

The General Conditions and Instructions for Solicitations and Contracts shall be incorporated by reference in each solicitation and resulting contract. Therefore, it is the vendor's responsibility to access and read these General Conditions at <http://eprocurement.ky.gov> under Standard Attachments and General Terms or request a copy by contacting the Office of Procurement Services. Every person submitting a bid to the Commonwealth shall be deemed to have assented to these conditions by the act of bidding.

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